

**EXPORT-IMPORT BANK OF THE UNITED STATES
WORKING CAPITAL GUARANTEE PROGRAM**

AFFILIATE GUARANTEE AUTHORIZATION AGREEMENT

THIS AFFILIATE GUARANTEE AUTHORIZATION AGREEMENT (this "Agreement") is made and entered into by and between the institution identified as Lender on the signature page hereof ("Lender") and the Export-Import Bank of the United States ("Ex-Im Bank").

RECITALS

Lender and Ex-Im Bank have entered into a Working Capital Guarantee Program Master Guarantee Agreement dated _____, _____ and identified as Master Guarantee Agreement No.: __-MGA-99-_____ (the "Master Guarantee Agreement"). From time to time, Lender may make export-related working capital loans and other credit accommodations to certain entities engaged in manufacturing, producing or purchasing and selling goods or services of United States manufacture or origin for export which may be guaranteed by Ex-Im Bank pursuant to the Master Guarantee Agreement.

Certain affiliates or subsidiaries of Lender located in the United States which are identified and listed on Schedule I hereto (each an "Affiliate") desire to make Credit Accommodations that would be guaranteed by Ex-Im Bank pursuant to the Master Guarantee Agreement (each an "Affiliate Loan Facility").

Subject to the terms and conditions set forth below, Ex-Im Bank agrees that the Master Guarantee Agreement may be extended to guarantee Affiliate Loan Facilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Defined Terms. Unless otherwise defined, capitalized terms used herein shall have the meanings given to them in the Master Guarantee Agreement.

2. Terms and Conditions. Ex-Im Bank hereby agrees that Affiliate Loan Facilities shall be guaranteed by Ex-Im Bank pursuant to the Master Guarantee Agreement and, if applicable, the Delegated Authority Letter Agreement, subject to the following terms and conditions:

a. Execution of Documents. The Loan Authorization Agreement (or Loan Authorization Notice, if applicable) for each Affiliate Loan Facility shall be signed and submitted by Lender. The Affiliate, however, may execute all other Loan Documents and acknowledge the Borrower Agreement.

b. Delegated Authority. For Affiliate Loan Facilities established pursuant to Lender's delegated authority under the Delegated Authority Letter Agreement, Lender's execution of the Loan Authorization Notice shall evidence that Lender has reviewed the Affiliate Loan Facility and has determined in its reasonable judgment that the Affiliate Loan Facility satisfies the requirements of the Master Guarantee Agreement and the Delegated Authority Letter Agreement.

c. Facility Fee. Lender shall pay or cause to be paid to Ex-Im Bank the Facility Fee in accordance with the terms of the Master Guarantee Agreement.

d. Obligations. Lender shall retain all Lender Obligations and shall ensure that the Affiliate complies with all of the Lender Obligations.

e. Notices. Any notice required to be sent to Ex-Im Bank pursuant to the Master Guarantee Agreement or the Delegated Authority Letter Agreement, if applicable, or any request for Ex-Im Bank's consent shall be sent to Ex-Im Bank by Lender. Ex-Im Bank shall send any notice or document required to be sent by it under the Master Guarantee Agreement or the Delegated Authority Letter Agreement, if applicable, to Lender only.

f. Examinations and Inspections. Lender shall ensure that the Affiliate cooperates with Ex-Im Bank in connection with any review by Ex-Im Bank of the Loan Documents and any inspection or field examination by Ex-Im Bank related to an Affiliate Loan Facility.

g. Ex-Im Bank Training. Lender shall ensure that at all times each Affiliate that has made an Affiliate Loan Facility employs at least one (1) officer in connection with managing or disbursing such Affiliate Loan Facility who has completed the Ex-Im Bank "Priority Lender Program" training course (or any Ex-Im Bank-approved alternate training course).

h. Claims. Any Claim made on Ex-Im Bank for payment of an Affiliate Loan Facility shall be submitted by Lender only. Any demand on Borrower or Guarantor under an Affiliate Loan Facility, however, may be made by the Affiliate. In the event Ex-Im Bank approves the payment of a Claim of an Affiliate Loan Facility, Lender shall ensure that the Affiliate complies with all of the terms and conditions of the Master Guarantee Agreement and cooperates with Ex-Im Bank in connection with any enforcement actions against Borrower, any Guarantor or the Collateral. Any Claim Payment under the Master Guarantee Agreement with respect to an Affiliate Loan Facility shall be made to Lender only.

3. Additional Affiliates. Upon the written consent of Ex-Im Bank, Lender may from time to time amend Schedule I to include additional Affiliates.

4. Indemnification. Lender shall hold Ex-Im Bank harmless from and indemnify it against any and all liabilities, damages, claims, costs and losses incurred or suffered by Ex-Im Bank resulting from (a) any materially incorrect certification or statement knowingly made by the Affiliate or its agent in connection with an Affiliate Loan Facility or (b) the Affiliate's gross

negligence or intentional misconduct in carrying out its obligations under any of the Loan Documents.

5. Termination. Either Ex-Im Bank or Lender may terminate this Agreement for any reason upon thirty (30) calendar days written notice; provided, however, that such termination shall not affect (a) the rights and obligations of Ex-Im Bank or Lender with respect to transactions having inception prior to such termination or (b) Lender's indemnification under Section 4 above.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, United States of America, applicable to contracts made and performed in such state without regard to the principles thereof regarding conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, as of the _____ day of _____, _____.

_____	EXPORT-IMPORT BANK OF THE UNITED STATES
(Name of Lender)	

By _____	By _____
(Signature)	(Signature)

Name _____	Name Sam Z. Zytcer
(Print or Type)	

Title _____	Title Vice President
(Print or Type)	United States Division

Telephone _____	Telephone (202) 565-3780
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Telefax _____	Telefax (202) 565-3793
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AFFILIATE GUARANTEE AUTHORIZATION AGREEMENT

LIST OF AUTHORIZED AFFILIATES

Affiliate Name

Address

Telephone/Fax

Contact Name